2010 MOWING TOTAL

	TOTAL
BID AMOUNT	

THIS IS TO BE THE FIRST PAGE OF ENTIRE BID.

NOTICE TO BIDDERS City of Carmel, Indiana

Department:

Carmel Street Department

3400 W. 131st Street Westfield, IN 46074

Project:

2010 Mowing

Notice is hereby given that the Board of Public Works and Safety for the City of Carmel, Hamilton County, Indiana, will receive sealed bids, during regular business hours, up to, but not later than 10:00 A.M., Wednesday, February 17th, 2010.

All bids and proposals shall be properly and completely executed on the proposal forms provided with the plans and specifications, and shall include the non-collusion affidavit required by the State of Indiana. The bid envelope must be sealed and have the following words <u>only</u> written in ink on the outside of the envelope:

"2010 - MOWING"

Project manuals may be obtained from the Carmel Street Department, 3400 W. 131st Street, Westfield, IN 46074.

A pre-bid conference to discuss the Project, the bidding requirements and other important and related matters will be held on Tuesday, February 9th, 2010 at 10:30 a.m. at Carmel Street Department, 3400 W. 131st Street, Westfield, IN 46074. All prospective bidders are encouraged to attend the pre-bid conference. The pre-bid conference is not mandatory.

*Important: As a guideline, if you do not have the equipment and manpower to mow and trim Hazel Dell Parkway in two days, you should not bid this project!

General Form No. 96 must be completed and filed as a part of the bid package. All bids are to be sealed with the word "BID – 2010 MOWING" on the lower left hand corner of the envelope. Bids will be opened and read aloud at 10:00 a.m. on February 17th, 2010 at the Board of Public Works and Safety meeting on the 2nd floor of Carmel City Hall, Once Civic Square, Carmel, IN. All persons interested in bidding shall register a contact name and address with the Street Department to ensure that all changes or questions and answers are available for review by all interested parties.

No bidder may withdraw any bid or proposal within a period of thirty (30) days following the date set for receiving bids or proposals. The Carmel Board of Public Works and Safety reserves the right to hold any or all bids and proposals for a period of not more than thirty (30) days, such bids and proposals to remain in full force and effect during said time period. The City of Carmel reserves the right to reject and/or cancel any and all bids, solicitations and/or offers in whole or in part as specified in the solicitation for bids when, in the City's sole discretion, it believes that it is in the best interests of the City to do so, as determined by the purchasing agency in accordance with IC 5-22-18-2.

Diana L. Cordray Clerk-Treasurer

Please publish January 28th, 2010 and February 4th, 2010

INSTRUCTIONS TO BIDDERS

City of Carmel

OWNER: City of Carmel by and through its Board of Public

Works and Safety

Project: 2010 - MOWING

Owner's Representative: Dave Huffman

Carmel Street Department

3400 W. 131st Street Westfield, IN 46074

1. **GENERAL**

- 1.1 Submission of a Bid shall constitute an unconditional agreement and acknowledgement by the Bidder to be bound by all terms and conditions set forth herein and in any of the Documents assembled or referred to in the Bid Package of which these Instructions to Bidders are a part.
- 1.2 Sample forms are included in the Bid Package to acquaint Bidders with the form and provisions of various Bid Documents and other Documentation required by the Contract Documents to be executed, completed and submitted by some or all Bidders, either as part of a Bid Submission or after the Bid Date.
- 1.3 Instructions and requirements printed on any sample form included in the Bid Package or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.
- 1.4 All communications for the administration of the contract shall be as set forth in the Contract Documents and, in general, shall be through the City of Carmel Street Department.

2. **DEFINITIONS**

The following definitions shall apply to these instructions to bidders:

- 2.1 <u>Agreement</u> The Agreement For Purchase of Goods and Services contained in the Bid Documents, as well as all exhibits or attachments thereto and all documents incorporated therein.
- 2.2 <u>Bidder</u> Any person or entity who submits a Bid.
- 2.3 <u>Bid</u> A written proposal submitted by a Bidder as part of the form prescribed herein offering to provide the vehicles and to fulfill all other requirements of the Contract Documents for one or more specified prices.

- 2.4 <u>Bid Documents</u> All documents and completed forms required to be submitted by a Bidder with and as integral parts of a Bid Submission, whether or not included as sample forms assembled in the Bid Package of which these Instructions to Bidders are a part. Such Bid Documents are listed and more fully described in Section 4.3 hereof.
- 2.5 <u>Bid Date</u> The date when Bids are to be received, opened, and publicly read aloud as established by the Notice to Bidders as may be modified by addenda.
- 2.6 <u>Bid Package</u> The set of documents, sample forms, and Contract Documents approved by the OWNER for the Project described in the Notice to Bidders and of which these Instructions to Bidders are a part.
- 2.7 <u>Bid Submission</u> All documents presented by a Bidder for receipt and opening on the Bid Date.
- 2.8 Contract Documents The Agreement and any exhibits or attachments thereto and any documents incorporated therein (sometimes referred to as the "Contract"), the addenda (which pertain to the Contract Documents), the Instructions to Bidders, the advertisement, notice to bidders, the contractor's bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award), the notice to proceed, the bonds, and the specifications as the same are more specifically identified in the Agreement and/or the Bid Package.
- 2.9 <u>OWNER</u> The City of Carmel, Indiana, acting by and through its Board of Public Works and Safety and the Carmel Street Department.

In all other respects, terms shall have their ordinary meaning unless their meaning is specifically stated in the Contract Documents.

3. EXAMINATION OF DOCUMENTS

3.1. Before the Bid Date, all Bidders shall carefully and thoroughly examine the specifications and other Contract Documents as available in the locations stated in the Notice to Bidders and shall assume the full risk of their own judgments as to the nature, quality and amount of the whole of the project bid, and for the price bid assumes the risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the project bid upon in strict compliance with the Contract Documents.

4. BID SUBMISSION

4.1. All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the words "BID - 2010 - MOWING" on the lower left-hand corner as indicated on the Notice to Bidders and also include the name and address of the Bidder on the envelope. If forwarded by mail, the sealed envelope must be enclosed in

- another envelope addressed to: City of Carmel, Clerk-Treasurer's Office, One Civic Square, Carmel, Indiana 46032.
- 4.2. All Bid Documents as herein prescribed must be submitted with, and are integral parts of, each Bid Submission and shall be subject to all requirements of the Contract Documents, including, but not limited to, all drawings and these Instructions To Bidders. Bid Documents must be properly filled in and completed in every material respect and without interlineations, excisions, special conditions, qualifications or exceptions. Each Bid Document requiring a signature shall be signed by an individual duly authorized to execute same on Bidder's behalf. A Bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it and a corporate resolution or similar document authorizing such officer to bind the entity.
- 4.3. The Bid Documents to be thus submitted by each Bidder shall consist of <u>both</u> of the following (4.3.1, 4.3.2):
- 4.3.1. <u>Bidder's Itemized Proposal and Declarations.</u> A sample of this document is included in the Project Manual and must be utilized by all Bidders. Such document consists of the following constituent "Parts":

Part 1 - Bidder Information

Part 2 - Proposal (Bid)

Part 3 - Contract Items and Unit Prices

Part 4 - Exceptions

Part 5 - Financial Statement

Part 6 - Additional Declarations

Part 7 - Non-Collusion Affidavit

Part 8 - Signatures

4.3.2. Bid security in the form of a bid bond or certified check in an amount not less than ten percent (10%) of the Bid price. Such Bid security shall serve to insure the execution of the Agreement and the furnishing of all other required Documents by the successful Bidder, including performance and payment bonds. A sample bid bond form is included in the project manual for this bid project and such form, or such other form as may be approved in advance by OWNER, shall be utilized if such a bond is furnished as Bid Security. A bid bond shall be executed by a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds," as published in the U.S. Treasury Department Circular No. 570; the Bidder shall also furnish as part of the Bid Submission a signed power of attorney establishing the authority of the person executing such bid bond on behalf of the surety. Bid security shall be held until the Agreement is executed with the successful Bidder. In the event that all Bids are rejected, the Bid security of all Bidders will be returned upon request. No "annual" bid bonds, cash deposits or cashiers' checks will be accepted.

- 4.4. Bids may be withdrawn in person by a Bidder during the City's normal hours of business prior to the time fixed for opening of Bids. In the event of a valid withdrawal of a Bid, the Bid security of the withdrawing Bidder will be returned promptly. No Bid may be withdrawn after opening of Bids has commenced except after expiration of such period following the Bid Date as is specifically provided in the notice to bidders or as otherwise governed by law, plus any extension thereof as provided elsewhere in these instructions to bidders.
- 4.5. Bids will be received up to the time specified in the notice to bidders. Bids received after that time will be returned unopened. All Bids will be stamped thereon showing the date and time received by City.

5. POST-BID REQUIREMENTS

Within three (3) business days following notification by OWNER, the apparent lowest responsive Bidder will be required to submit additional documents and satisfy additional requirements as conditions to such Bidder being found by the OWNER to be a responsible Bidder, as follows:

- 5.1. Proof of Insurability. The Bidder shall furnish: (1) proof of insurance showing existing coverage in accordance with the terms and amounts stated in the general conditions, or (2) a letter or statement certifying that, in the event that the Bid is awarded by the OWNER, an insurance company will provide the required coverage to the Bidder submitting the Bid. Such proof of insurance or the letter/statement shall be issued by a financially responsible insurance company authorized to do business in the State of Indiana.
- 5.2. Surety Letter of Intent. The Bidder shall furnish a written statement or letter from a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds", as published in U.S. Treasury Department Circular No. 570 which assures the OWNER that, in the event the Bid is accepted and the project bid upon is awarded by OWNER to Bidder, said surety will execute and deliver both a performance bond and a payment bond as required by the Contract Documents.
- 5.3. <u>Joint Venture Agreement</u>. If the Bidder is a joint venture, partnership or other combination of two (2) or more persons or entities, the Bidder shall submit a copy of the joint venture or other agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.
- 5.4. <u>Manufacturers List</u>. The Bidder shall submit a completed manufacturers list on the form provided in these Bid Documents.

6. BID EVALUATION AND AWARD

6.1. Award of the project bid upon will be made to the lowest, most responsive and most responsible Bidder where the Bid is reasonable and does not exceed the funds available said project. The OWNER reserves the right to reject all Bids and may waive or allow a

- Bidder to correct errors, omissions or other irregularities in Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.
- 6.2. The OWNER shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations and complete the project bid upon. Any or all Bids may be rejected if there is reason to believe that collusion exists among Bidders.
- 6.3. Patent math errors in statements of unit prices or totals may be corrected by the OWNER, in OWNER's sole discretion, in which case the corrected amounts will be used for the purpose of Bid evaluation, comparison and other award considerations. However, the OWNER shall not be required to discover or correct any error or omission in a Bid and the Bidder shall assume the risk of and be bound to the consequences of any such error or omission.
- 6.4. The OWNER may, at its sole option, award the project bid upon to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other requirements. In such case, the OWNER will furnish to the Bidder a notice of conditional award which will establish (i) the additional conditions to be fulfilled for the award to become effective, and (ii) the time limit within which such conditions shall be satisfied. If the Bidder fails to satisfy the conditions in the manner and within the time specified in such notice, the OWNER may declare such Bidder to be non-responsive and award the project, conditionally or unconditionally, to another Bidder. Time limitations governing the OWNER's award of the project may be extended by OWNER for such additional period as may be reasonably required by Bidder to effectuate the conditional award procedure set forth in this sub-section, and no Bid may be withdrawn during such period of extension.

7. CONTRACT EXECUTION; SUBMITTALS

- 7.1. The successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement, and make delivery thereof to the OWNER, along with all other documents as prescribed by the Contract Documents. After execution and delivery of the Agreement and all other required documents, and acceptance thereof by the OWNER, the Bid security furnished by each Bidder will be returned to the Bidder upon request.
- 7.2. If the successful Bidder fails or neglects to execute and deliver the Agreement and all other required documents as prescribed by the preceding sub-section, the Bidder shall be deemed to have repudiated the Agreement and thereupon the award shall be null and void; and the Bid security provided by the Bidder shall be forfeited to and retained by the OWNER as liquidated damages for such failure of the Bidder to execute the Agreement, it being understood and agreed that the character and amount of actual damages sustained by the OWNER cannot reliably be ascertained and measured and that the amount of the Bid security is intended as a reasonable prospective estimate of such actual damages.
- 7.3. Concurrent with the execution and delivery of the Agreement to the OWNER, or within such other period as the OWNER may prescribe, the successful Bidder (CONTRACTOR) shall submit the following as conditions to the Bidder's right to proceed with and receive payment for any work performed on the project:

- 7.3.1. A one hundred percent (100%) performance bond, a one hundred percent (100%) payment bond and a ten percent (10%) maintenance bond as prescribed by the general conditions or other Contract Documents. Such bonds shall be executed utilizing the sample forms included in the project manual, or on alternative forms approved in advance by the OWNER. Indemnification clauses between successful Bidder and the surety shall not be binding upon the OWNER;
- 7.3.2. Other post-Bid submittals required by the Contract Documents.

END OF INSTRUCTIONS TO BIDDERS

PROPOSAL PACKAGE

FOR

CITY OF CARMEL, INDIANA BY AND THROUGH ITS BOARD OF PUBLIC WORKS AND SAFETY

PROJECT: Street Department

2010 MOWING

BIDDER SHALL RETURN THIS ORIGINAL PROPOSAL AND ONE (1) COPY OF THE ENTIRE PROPOSAL PACKAGE WITH BID

IF THERE ARE ANY QUESTIONS CONCERNING THE CONTRACT DOCUMENTS, PLEASE CONTACT DAVE HUFFMAN AT 733-2001

BIDDER'S ITEMIZED PROPOSAL AND DECLARATIONS

City of Carmel

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This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.

Project:

Street Department

2010 MOWING

Proposal For: 2010 MOWING

City of Carmel

Date:	

City of Carmel, Indiana, Board of Public Works and Safety To:

BIDDER INFORMATION (Please Type or Print)

1.1	Bidde	er Name:	
1.2	Bidde	er Address:	Street Address:
			City: State: Zip:
			Phone #: () Fax #: ()
1.3	Bidde	er is a/an [mark	one]:
		Foreig	dual Partnership Indiana Corporation; n (Out of State) Corporation; State:; Venture Other:
C In	enture p Carmel, I ndiana a	arties is a forei Indiana, foreigr Is required by t	be answered if the Bidder or any of its partners or joint ign corporation. Note: To do business in or with the City of a corporations must register with the Secretary of the State of the Indiana General Corporation Act as stated therein and by General's Opinion #2, dated January 23, 1958.]
	.1	Corporation 1	Name:
	.2	Address:	
	.3	Date registere	ed with State of Indiana:
	.4	Indiana Regis	stered Agent:
		Name:	
		Address:	

PART 2 BID PROPOSAL

2.1 Project Bid.

The undersigned Bidder proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the above described project, including any and all addenda thereto, for the total sum of

Dollars (\$______). The Bidder acknowledges that evaluation of the lowest Bid shall be based on such price. The Bidder further understands that all work which may result on the Contract shall be compensated for on a lump sum basis and that the OWNER cannot and does not guarantee the amount or quantity of any item of work to be performed or furnished under the Agreement.

CONTRACT DOCUMENTS AND ADDENDA

3.1	The Bidder agrees to be bound by the terms and provisions of all Contract
	Documents as defined in the Agreement attached hereto and incorporates such
	Contract Documents herein by reference.

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ADDENDUM NUMBER	<u>DATE</u>

EXCEPTIONS

Instruction	s To	Rid	ders

4.1	The Bidder shall fully state each exception taken to the specifications or other Contract Documents in Section 4.3 of this Part.	
4.2	Bidder is cautioned that any exception taken by Bidder and deemed by OWNEI to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.	R
4.3	Exceptions:	

FINANCIAL STATEMENT

Attachment of Bidder's financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to OWNER must be specific enough in detail so that OWNER can make a proper determination of the Bidder's capability for completing the project if awarded.

PART 6 ADDITIONAL DECLARATIONS

6.1 Bidder certifies for itself and all its subcontractors compliance with all existing laws of the United States and the State of Indiana prohibiting the discrimination against any employee or applicant for employment or subcontract work in the performance of the work contemplated by the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The City of Carmel reserves the right to collect a penalty as provided in IC 5-16-6-1 for any person so discriminated against.

NON-COLLUSION AFFIDAVIT

The individual person(s) executing this Bid proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from Bidding; and furthermore, this Bid proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

SIGNATURES

[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this itemized proposal and declarations document. <u>SIGNATURE MUST BE PROPERLY NOTARIZED.</u>]

Bidders Name:	
Writton Signatura	
Printed Name:	
Title:	
Important - Notary Signature and	d Seal Required in the Space Below
STATE OF	
COUNTY OF	
Subscribed and sworn to before me this	day of,
20	
My commission expires:	(Signed)
	Printed:
Residing in	County, State of

POST BID SUBMITTAL

MANUFACTURERS LIST

Instructions To Bidders:

The Bidder shall enter, in the spaces provided below, the name of the manufacturer of equipment that the Bidder proposes to furnish for each item of equipment listed in the manufacturers list below. The Bidder shall enter the name of only one manufacturer for each listed equipment item. Failure to enter a manufacturer's name for each listed equipment item may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Upon award of a contract, each listed equipment item shall be furnished by the named manufacturer, unless changes are specifically authorized. Equipment substitutions will be permitted only with the OWNER's prior consent.

Preliminary acceptance of equipment listed by the manufacturer's name shall not in any way constitute a waiver of the drawing and specification requirements covering such equipment. Acceptance will be based on full conformity with the drawings and specifications covering the equipment.

Equipment Item (Contract Items)	Manufacturer
	· · · · · · · · · · · · · · · · · · ·

BID BOND City of Carmel

Instructions To Bidders

Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by OWNER/Obligee.

Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.

The Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

Surety": [[Nieme]					
	[Name]					
[Addres	[za					
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are held and firmly bound unto the City of Carmel, Indiana ("Obligee") in the full and just sum equal to ten percent (10%) of the price stated in the Bid proposal described in Part 2, including accepted alternates, if any, to be paid upon demand of the Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents. Ten percent (10%) of the price stated in the Bid Proposal is \$________.

WHEREAS, the Obligee has solicited Bids for certain work for or in furtherance of construction of improvements described generally as:

2010 MOWING

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

WHEREAS, the Bidder has submitted to the Obligee a Bid proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute an Agreement in accordance with the Bid proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other documentation required by the Contract Documents to be delivered to Obligee prior to commencing work on the project, including without limitation a sufficient and satisfactory performance bond and payment bond payable to Obligee, each in an amount of one hundred percent (100%) of the total project Agreement price as awarded and in form and with surety satisfactory to said Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediately pay to the Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidde duly signed and sealed this day of _	r and Surety have caused this instrument to be, 20
This BID Bond shall bind the undersign Bidder.	ed Surety whether or not also signed by the
"Bidder"	"Surety"
Ву:	Ву:
Printed:	Printed:
	Countersigned:

PAYMENT BOND

City of Carmel

Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by OWNER.

KNOW ALL MEN BY THESE PRESENTS: that

Date of Bond must not be prior to date of project Agreement. If CONTRACTOR is a partnership, all partners must execute bond.

The Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

"CON	TRACTOR":										
an	d										
"Suret	y": [nam	ıe]									
	[Add	lress]							<u>.</u>		
a	corporation										
are he	ld and firmly	bound unto	the Ci	ity of Carn	nel, India	ana (h	ereinaf	ter "(Oblige	ee"), in	the
in law	sum offul money of	the United	States,	for the pa	ayment c	of whi	ch sum	ره i weli	l and	truly to) be
made,	plus interest	at the maxim	num 1	egal rate fi	rom date	of de	mand a	and a	ny ati	torney f	fees
	ourt costs in sors, and assi								bind	oursel	ves,
WHEI dated	REAS, the Cas of the	ONTRACTO	OR hay of	as entered	into a o	certair	Agree	emen 0	t wit	h Oblig by wh	gee, nich
CONT	RACTOR hauction of improve	is agreed to	perfor	m and fur	nish cer	tain w	ork for	or i	n furt	herance	e of
			2	010 MOW	ING						

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the CONTRACTOR shall promptly make payments of all amounts due to all Claimants, then

this obligation shall be void; otherwise to remain in full force and effect. "Claimant", as that term is used herein, shall mean any subcontractor, material supplier or other person, firm, or corporation furnishing materials or equipment for or performing labor or services in the prosecution of the work provided for in the Agreement, including, but not limited to, lubricants, oil, gasoline, coal and coke, repairs on machinery, and tools, whether consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work.

PROVIDED, FURTHER, that the Surety, for value received, hereby stipulates and agrees:

- 1. that no defect or irregularity in the contract or in the proceedings preliminary to the letting of the Agreement will operate to release or discharge Surety;
- 2. that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any work to be furnished thereunder, and no delay by the Obligee in enforcement of the Agreement or this bond shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to said work;
- 3. that no final settlement between the Obligee and the CONTRACTOR shall abridge any right of the Obligee hereunder as to any claim that may remain unsatisfied; and
- 4. that this Payment Bond and Surety shall not be released until one (1) year after the Obligee's final settlement with the CONTRACTOR.

			ument is executed inon original, this theo	(number) counterparts lay of
CON	TRACI	OR: [name]		
Ву:	[sign:	ature]	[printed name]	
ATTE		[signature]		_, Secretary
SURETY: By: [sign		[name]ature]	, Attomey-in-	-Fact
		[printed name]	[address]	

PERFORMANCE BOND

City of Carmel

Instructions:

Successful Bidder must use this form or other form containing the same material conditions and provisions as approved in advance by OWNER.

KNOW ALL MEN BY THESE PRESENTS: that

Date of Bond must not be prior to effective date of Agreement. If CONTRACTOR is a partnership, all partners must execute bond.

The Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

"CONTRAC	TOR":
and	
"Surety":	[name]
	[Address]
	ation chartered and existing under the laws of the State of, and authorized to do business in the State of Indiana,
are held and penal sum of lawful mone together with court costs in	firmly bound unto the City of Carmel, Indiana hereinafter called Obligee, in the Dollars, (\$
	the CONTRACTOR has entered into a certain Agreement with the Obligee, dated day of, 20, by which CONTRACTOR has form and furnish certain work for or in furtherance of construction of improvement nerally as:

2010 MOWING

which Agreement, and the "Contract Documents" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the CONTRACTOR shall well, truly and faithfully perform his duties, all the undertakings, covenants, terms and conditions of said Agreement whether during the original term thereof, and any extensions thereof which

may be granted by the Obligee, with or without notice to the Surety, and during any period of guaranty or warranty provided therein or arising thereunder, and if CONTRACTOR shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Obligee from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

- 1. that no defect or irregularity in the Agreement or in the proceedings preliminary to the letting of the Agreement will operate to release or discharge Surety;
- that no change, omission, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to any work to be furnished thereunder, and no delay by the Obligee in enforcement of the Agreement or this bond shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to said work;
- 3. that no final settlement between the Obligee and the CONTRACTOR shall abridge any right of the Obligee hereunder as to any claim that may remain unsatisfied; and
- 4. that this Performance Bond and Surety shall not be released until one (1) year after the Obligee's final settlement with the CONTRACTOR.

each

IN WITNESS WHEREOF, this instrument is exone of which shall be deemed an original, this the	
CONTRACTOR: [name]	·
Ву:	
[signature]	[printed name]
ATTEST: [signature]	, Secretary
SURETY: [name]	
By:[signature]	, Attorney-in-Fact
[printed name]	[address]

TECHNICAL SPECIFICATIONS

TS-1 CONTACT FOR QUESTIONS REGARDING CONTRACT DOCUMENTS

In compliance with the Instructions to Bidders, should any questions arise regarding the Contract Documents, the following person shall be contracted:

Dave Huffman Carmel Street Department 3400 W. 131st Street Westfield, IN 46074 Tel: (317) 733-2001

Fax: (317) 733-2005

Should a bidder or its agents receive any clarification, direction, suggestions, or correction to the Contract Documents that is not issued by a written addenda from the OWNER within 7 calendar days prior to the Bid Date, no consideration will be given to the CONTRACTOR for errors, omissions, etc., on which its Bid was based.

0.04 Acres

TS-2 PROJECT SCOPE

96th and Ditch Rd.

Roundabout turf

46,894 Sq. Ft.

Provide ground care and maintenance for the rights-of-way, landscape easements and medians of the following:

1,700 Sq. Ft. 96th St. Medians 0.42 Acres East and West of Gray Rd. 18,408 Sq. Fl. 106th St. and Spring Mill Rd. 0.07 Acres Roundabout turf plus 4 divider islands 3,040 Sq. Ft. 116th St. - Spring Mill Rd. to U.S. 31 3.00 Acres R.O.W. and Medians 130,680 Sq. Ft. 116th St. - College Ave. to Keystone Roundabout 1.08 Acres R.O.W. and 9 Medians (297 Trees)

131st St. –Illinois St. to Shelborne Rd.
R.O.W. and Medians (579 Trees)
251,777 Sq. Ft.

136 th St. – Oak Ridge Rd. to Ditch Rd. R.O.W., Roundabout turf and Medians (407 Trees) 372,285 Sq. Ft.	8.50 Acres
136th St. (Smokey Row) and Range Line Rd. Roundabout only. 1,590 Sq. Ft.	0.03 Acres
136th St. and Towne Rd. Roundabout turf plus 4 divider islands 3,573 Sq. Ft.	0.08 Acres
Carmel Dr. – Illinois St. to Dorset 1 Median (7 Trees) 3,960 Sq. Ft.	0.09 Acres
City Center Dr. – Carmel Garden St. to Pennsylvania Pkwy. Medians and R.O.W. (376 Trees) 228,055 Sq. Ft.	5.23 Acres
Ditch Rd. – 131 st to 146 th St. Medians, R.O.W. and Roundabout Turf (120 Trees) 332,975 Sq. Ft.	7.64 Acres
Grande Blvd. East – Old Meridian to Guilford 2 Medians and R.O.W. (57 Trees) 25,124 Sq. Ft.	0.57 Acres
Gray Rd. – 96th St. to 106th St. Medians, R.O.W. and turf at Roundabout at 106th St. (217 Trees)	6.00 Acres
Hazel Dell Pkwy. – 96th St. to 146th St. Including Roundabout Lawn, Medians, R.O.W. (2000 Trees) 2,695,975.75 Sq. Ft.	61.89 Acres
Illinois St. – 126th St. to south of 116th St. Includes Roundabout, Medians, R.O.W. (623 Trees) 570,301 Sq. Ft.	13.09 Acres
Illinois St. – 131st St. north to 136th St. Includes R.O.W. and Medians 221,142.45 Sq. Ft.	5.07 Acres
Oak Ridge Rd. – 136 th St. to 146 th St. Includes Roundabouts, Medians, and R.O.W. (130 Trees) 320,543.25 Sq. Ft.	7.36 Acres
Old Meridian St. – Pennsylvania to Guilford R.O.W., Medians, 4 Roundabouts 68,209.44 Sq. Ft.	1.56 Acres
Pennsylvania Pkwy. – 116th St. to 103rd St.	

Pointe Pkwy. Medians Only 6,098.4 Sq. Ft.	0.14 Acres
Shelborne Rd. – North Realignment Includes 1 Median (154 Trees) 12,885Sq. Fl.	0.30 Acres
Spring Mill Rd. and 96th St. Includes Turf at Roundabout and Divider Islands 7,930 Sq. Ft.	0.18 Acres
Spring Mill Rd. and Dorset Roundabout turf plus 4 divider islands 5,597 Sq. Ft.	0.13 Acres
Spring Mill Rd. – 116th St. to 146th St. Includes Roundabouts, Medians and R.O.W. (229 Trees) 927,258.5 Sq. Ft.	21.28 Acres
Towne Rd. – 116th St. to 141st St. Includes Medians, R.O.W., and Divider Island (286 Trees) 241,596 Sq. Ft.	5.55 Acres
Westfield Blvd. – 99th St. to 96th St. Includes Medians, R.O.W., and Divider Islands (106 Trees) 411,847 Sq. Ft.	9.45 Acres

Total 170.47 Acres

Such Project work includes mowing and trimming of turf, laying approximately of hardwood mulch, the pickup and removal of litter, fertilization, herbicide application, chemical control of bagworm insects on trees, and the control of weeds within turf and mulched areas along listed roadway areas. Labor, material and equipment will be supplied by CONTRACTOR. CONTRACTOR shall be responsible for the timely and acceptable performance of all work necessary to accomplish the Project described herein. The same hourly mowing rate of pay shall be used for all additional roads that may be added.

*Important: As a guideline, if you do not have the equipment and manpower to mow and trim Hazel Dell Parkway in two days, you should not bid this project!

TS-3 WELLHEAD PROTECTION

The majority of the Project will be constructed through a wellhead protection area and in close proximity to several of the OWNER'S wells that provide a large portion of the City of Carmel's drinking water supply. As such, the following requirements must be strictly observed.

- A. Handling and storage of petroleum and chemical products must be done in a safe manner.
- B. Petroleum and chemical products shall not be stored within a 200-foot radius of a well.
- C. Vehicles shall not park or be stored within a 200 foot radius of a well.
- D. Petroleum or chemical spills must be reported immediately to the Carmel Hazmat Team and to the OWNER regardless of the size of the spill. The Carmel Hazmat Team can be reached by telephone at the "911" emergency number or at 571-2580.

TS-4 HOLIDAYS WHEN WORK IS NOT PERMITTED

The Contractor shall not perform any work on the Project which requires traffic control on the following days:

- A. Sundays
- B. Memorial Day
- C. Independence Day
- D. Labor Day
- E. Thanksgiving Day and the day after Thanksgiving

This requirement may be waived by the OWNER in its sole discretion, if requested in writing and in advance of such Work.

TS-5 MOWING SPECIFICATIONS

- 5.1 <u>Mowing Period</u> The Project mowing period shall begin on April 1, 2010 and continue through November 30, 2010 inclusive.
- Ouality The area to be mowed must be mowed weekly so as to maintain a quality appearance, including trimming along curbs (see 5.3 for exception). Under no circumstances will the Work site be left with patches of un-mowed grass, clumps of grass, or mowed-over litter. CONTRACTOR shall not blow into nor leave grass clippings on any streets or on sidewalks.

- 5.3 <u>Grass Height</u> Grass that is not at least three (3) inches high shall constitute lack of need. Grass that is taller than three (3) inches shall be moved to a minimum height of three (3) inches.
- 5.4 <u>Clippings</u> Grass clippings shall be recycled onto the turf with mowing equipment designed to recycle the clippings. Any clippings that are so thick as to lie on top of the mowed grass shall be dispersed by re-mowing, raking, or blowing until they are no longer noticeable.
- 5.5 <u>Tree Leaves</u> Tree leaves are to be mulched and recycled back onto the turf using equipment that is designed for this purpose.
- 5.6 <u>Trimming</u> Concurrent with its lawn mowing services, CONTRACTOR shall string trim around curbs, mulch tree rings, shrubs and planting beds where necessary and otherwise at the discretion and direction of OWNER. No trimming of any tree limbs is permitted.
- 5.7 <u>Trimming damage</u> Trimming shall be performed in a manner that does not damage any plant material. Damage to plant material shall be promptly repaired or replaced by CONTRACTOR at its own expense.
- 5.8 <u>Litter removal</u> CONTRACTOR shall remove all litter from grass, shrubs and planting beds before mowing or trimming same.

TS-6 TURF FERTILIZATION AND HERBICIDE

- 6.1 <u>Frequency of fertilization</u> All non irrigated turf areas shall be fertilized a minimum of 2 times a year, the first mandatory application to occur no earlier than March 1, 2010, and no later than May 15, 2010, and the second mandatory application to occur no earlier than September 1, 2010, and no later than November 30, 2010.
- 6.2 All irrigated turf areas are to be on an approved care program which includes the minimum applications of:
 - 1. Early Spring fertilization with a crabgrass pre-emergent
 - 2. Spring fertilization (slow release) with broadleaf weed killer if broadleaf weeds are present
 - 3. Early Fall fertilization with broadleaf weed killer
 - 4. Late Fall fertilization

Additional applications may be applied a total of no less than 3 lbs. of actual Nitrogen / 1000 sq. ft. during the growing season. No less than 0.50 lbs. N / 1000 sq. ft. and no more than 0.75 lbs. N / 1000 sq. ft. to be applied in any one application with the exception of late Fall fertilization which can be up to 1.50 lbs. N / 1000 sq. ft. and no less than 1.0 lbs N / 1000 sq. ft. Turf areas should be kept relatively weed free. Additional applications of herbicides may be necessary

to control weeds. These applications are to be done at the CONTRACTOR'S expense.

- 6.3 Frequency of pre-emergent crabgrass and broadleaf herbicide application All turf areas shall have a pre-emergent crabgrass herbicide applied once in the early spring within a three-week window of application depending on weather of April 1, 2010. All turf areas shall also have a broadleaf herbicide applied thereto a minimum of 2 times a year, the first mandatory application to occur no earlier than April 15, 2010, and no later than May 30, 2010, and the second mandatory application to occur no earlier than September 1, 2010, and no later than October 15, 2010.
- 6.4 Rates All fertilizer applied shall be a sulfur coated, slow release, complete fertilizer applied at the rate of 1 pound actual nitrogen per 1,000 sq. ft. of turf.
- 6.5 <u>Sample Label</u> CONTRACTOR shall submit a sample label for all fertilizers and herbicides it proposes to use and obtain OWNER'S approval of same before applying same to any turf area.
- 6.6 Notification OWNER must be notified by CONTRACTOR in writing at least seven (7) calendar days in advance of any intended application of fertilization and/or herbicide application. An e-mail with the activity (application amount and date of the activity) is the preferred method of contact; a phone call is not an acceptable method of contact.
- 6.7 <u>Fertilizer Application Method</u> All fertilizer shall be spread with a rotary, broadcast spreader in such a manner as to insure even coverage, with no streaking.
- 6.8 <u>Certification</u> CONTRACTOR shall be certified and hold all required applicators licenses from the State of Indiana to perform the obligations set forth in the Section.
- 6.9 <u>Compliance</u> CONTRACTOR shall comply with all environmental, and chemical, and all other applicable LAWS in performing its obligations under this Section.

TS-7 WEED CONTROL FOR PLANTING BEDS

7.1 <u>Application</u> - All tree rings shall be treated with a pre-emergent and shall, throughout the growing season, be periodically spot treated with only Sucker Stopper or like product to be used on tree suckers.

- 7.2 Frequency All tree rings, shall be treated with a pre-emergent a minimum of 2 times a year, the first mandatory application to occur no earlier than March 15, 2010, and no later than May 15, 2010, and the second mandatory application shall be done no earlier than September 1, 2010, and no later than October 15, 2010.
- 7.3 <u>Sample Label</u> CONTRACTOR shall submit a sample label for all fertilizers and herbicides it proposes to use in compliance with this Section, and obtain the OWNER'S written approval of the same before applying same to any plant beds or tree rings.
- 7.4 <u>Notification</u> OWNER shall be notified at least seven (7) calendar days in writing in advance of the date of any application of any chemicals pursuant to this Section.
- 7.5 <u>Chemical Application Method</u> All chemicals shall be spread with an applicator in such a manner as to insure even coverage at the proper rate, with no streaking and no unintended plant injury.
- 7.6 <u>Certification</u> CONTRACTOR shall be certified and hold all required applicators licenses from the State of Indiana to perform the obligations set forth in the Section.
- 7.7 <u>Compliance</u> CONTRACTOR shall comply with all environmental, and chemical, and all other applicable LAWS in performing its obligations under this Section.

TS-8 MULCH

- 8.1 Mulch shall be shredded Grade A, non-palletized, brown-dyed hardwood mulch.
- 8.2 Mulch shall be applied to tree rings at a depth of 2 inches. Substantial mulching should be done by May 1st, 2010.
- 8.3 To get the best results from your mulch, layer it two inches thick and cover the entire root system. If you cannot mulch the entire area, try to mulch as much of the area under the drip line of the tree as possible. Do not cover the actual trunk of the tree with mulch. Leave a two to four inch space to avoid excessively moist bark conditions that cause trunk decay. More than five inches of mulch can cause problems for your tree, such as girdling roots and lowered oxygen concentrations. Thoroughly cover the area to a uniform depth to be most effective. Low or bare spots are prone to weed problems and uneven mulch does not properly insulate the soil.

TS-9 TREE INSECT CONTROL

- 9.1 <u>Frequency of pesticide application</u> All trees with visible signs of scale, fungus, bagworm, and other caterpillars are to be treated with dormancy oil prior to leaf bud break at label-recommended rate. Follow-up treatment for caterpillars and scale is to be applied as necessary.
- 9.2 <u>Rates</u> Rates are to be based on label recommendations for the approved pesticide(s).
- 9.3 <u>Sample Label</u> CONTRACTOR shall submit a sample label for the pesticide(s) it proposes to use and obtain OWNER'S written approval of same before any such application occurs.
- 9.4 Notification OWNER must be notified in writing at least seven (7) calendar days advance of any intended date for application of pesticides pursuant to this Section.
- 9.5 <u>Pesticide Application Method</u> Pesticide application must be made in a safe and approved manner that provides thorough and even coverage, minimizes drift, and avoids contact with vehicles, people and non-target animal species.
- 9.6 <u>Certification</u> CONTRACTOR shall be certified and hold all required applicators licenses from the State of Indiana to perform its obligations set forth in this Section.
- 9.7 <u>Compliance</u> CONTRACTOR must comply with all environmental, chemical, and other applicable LAWS in performing its obligations hereunder.

INSTRUCTIONS FOR PROJECT PROPOSALS

City of Carmel, Indiana

1. PRE-BID CONFERENCE

There will be a Pre-bid conference on Tuesday, February 9th, 2010 at 10:30 a.m. at the Carmel Street Department, 3400 W. 131st Street, Westfield, IN 46074.

2. CONTRACTOR RESPONSIBILITIES

- 2.1 Equipment All bidders for this Project must have in their possession or available to them by binding agreement at the time of bidding such trucks, devices, string trimmers, mowers, and all other equipment and supplies as are necessary to perform the Project work as outlined in these specifications. The City of Carmel, Indiana ("Owner") may inspect and review, upon request, such equipment and agreements prior to the awarding of a contract hereunder.
- 2.2 Traffic Control Traffic Control is the sole responsibility of Contractor, and shall be coordinated in advance with the proper Department(s) of the Owner. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within and about the Project work site, and shall provide and use all necessary warning devices, barricades and personnel needed to give safety, protection and warning to persons and vehicular traffic within and about the Project area. The blocking of public streets shall not be permitted unless prior arrangements have been made with the Owner and coordinated with the appropriate City Departments. Traffic control shall be accomplished in conformance with State, County and Local highway construction codes and all other applicable law.
- 2.3 <u>Damages</u> Any injuries, damages, expenses or loss to any person or property, public or private, as a result of or related to the Project are the sole responsibility of the Contractor and shall be repaired or compensated by the Contractor to the satisfaction of both the injured party and the Owner, at no cost to the Owner. Contractor agrees to hold the Owner harmless in any claim or suit brought or alleged as a result of or arising out of the Project, except for Owner's own intentional or grossly negligent actions.
- 2.4 <u>Insurance</u> The Contractor shall provide the Owner with a valid and binding Certificate of Insurance for General Liability in an amount as directed by Exhibit "C", Insurance Coverages. The "City of Carmel, Indiana" shall be named as an additional insured on all such insurance policies. The Owner shall be given 30 days prior written notice of same.
- 2.5 Working Hours The Contractor will schedule Project work to occur between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, only, unless authorized by the Owner in advance.
- 2.6 Execution of Contract The successful bidder, within five (5) business days of the mailing of written notice of such bidder's selection as the successful bidder, shall enter into a contract ("Contract") with the Owner in substantially the same form and containing all the material terms and conditions contained in the sample contract form included within the bidding documents for the performance of the Project so awarded, and shall simultaneously provide to Owner all of the bonds, indemnities and insurance required hereunder. The Contract, when executed, shall be deemed to include the entire agreement between the parties and Contractor agrees not to base any claim for modification of the Contract upon any prior representation or promises made by representatives of the Owner, or by any other person.
- 2.7 <u>Discontinuance of Work</u> Any practice that is hazardous, as determined by the Owner in its sole discretion, shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice from Owner.
- 2.8 Observance of Laws, Ordinances and Regulations The Contractor, at all times during the term of the Contract, shall observe and abide by all Federal, State and Local laws which in any way

affect the Project or Project work, and shall comply with all decrees and orders of all courts of competent jurisdiction.

- 2.9 <u>Work Modification</u> Any alteration or modification of the work performed under the Contract shall be made only by written agreement between the Contractor and Owner and shall be made prior to commencement of the altered or modified work. No claim for extra work or materials shall be allowed unless covered by such a written agreement executed by all parties hereto.
- 2.10 <u>Award</u> For a bid quote to be considered, by the owner, all prices for the Project must be included therein.
- 2.11 <u>Contract Termination</u> The Owner shall have the right to terminate the Contract or part thereof, before the Project work is completed, in the event:
 - Previously unknown circumstances arise making it desirable and in the public interest to void the Contract.
 - B. The Contractor is not complying with all of the specifications of the Contract.
 - C. The Contractor is not following proper arboricultural techniques after written notification by the Owner or its authorized representative of its failure to do so.
 - D. The Contractor refuses, neglects or fails to timely and continuously supply properly trained and skilled supervisory personnel and/or workers, proper equipment of the specified quality and quantity, for the completion of the Project.
 - E. The Contractor, in the sole judgement of the Owner, is unnecessarily or willfully delaying the performance and completion of Project work.
 - F. The Contractor fails or refuses to proceed with Project work as directed by the Owner or abandons the Project work.
- 2.12 <u>Indemnification</u> The Contractor agrees to indemnify, hold harmless, and defend the Owner from and against any and all loss, damage and/or expense which Owner may suffer or for which the Owner may be liable by reason of any injury (including death) or damage to any property arising out of the intentional or negligent acts or failures of Contractor, its employees, subcontractors or agents in or as a result of the execution of the Project work to be performed hereunder or as a result of the chemicals or other substances used by contractor on the Project.

3. TERM

As part of the final contract, the winning bid may be renewed or renegotiated solely at the discretion of the City, as permitted by law. If the City chooses to renew or renegotiate the contract for another year, it will notify Vendor no later than January 15, of the year following execution of the contract. Vendor will then have the opportunity to renew the contract under the same terms, or submit new terms. If any proposed new terms are not acceptable to the City, in the City's own discretion, it can decline to renew the contract and accept bids for the project.

4. METHOD OF PAYMENT

Invoices maybe submitted by the first day of each month and payment of all undisputed portions thereof will be made thirty (30) business days after receipt of same by Owner. Payments will also be conditional upon Contractor receiving a satisfactory bi-weekly inspection report from Owner.

City of Carmel Street Department Measurements for Mowing Contracts - 2010

96th and Ditch Rd. Roundabout turf 1,700 Sq. Ft.	0.04 Acres
96th St. Medians East and West of Gray Rd. 18,408 Sq. Ft.	0.42 Acres
106th St. and Spring Mill Rd. Roundabout turf plus 4 divider islands 3,040 Sq. Ft.	0.07 Acres
116th St Spring Mill Rd. to U.S. 31 R.O.W. and Medians 130,680 Sq. Ft.	3.00 Acres
116th St College Ave. to Keystone Roundabout R.O.W. and 9 Medians 46,894 Sq. Ft.	1.08 Acres
131st StIllinois St. to Spring Mill Rd. R.O.W. plus 1 Median (19 Trees) 36,770 Sq. Ft.	0.84 Acre
131st St. – Spring Mill Rd. to Ditch Rd. 100,000 Sq. Ft.	2.30 Acres
131st St. – Ditch Rd. to Shelborne Rd. R.O.W. plus 7 Medians (319 Trees) 115,178 Sq. Ft.	2.64 Acres
136th St. – Oak Ridge Rd. to Ditch Rd. R.O.W., Roundabout turf and Medians (407 Trees) 372,285 Sq. Ft.	8.50 Acres
136th St. (Smokey Row) and Range Line Rd. Roundabout only. 1,590 Sq. Ft.	0.03 Acres

City of Carmel Street Department Measurements for Mowing Contracts - 2010 Pg. 2

136th St. and Towne Rd. Roundabout turf plus 4 divider islands 3,573 Sq. Ft.	0.08 Acres
Spring Mill Rd. and Dorset Roundabout turf plus 4 divider islands 5,597 Sq. Ft.	0.13 Acres
Carmel Dr. – Illinois St. to Dorset 1 Median (7 Trees) 3,960 Sq. Ft.	0.09 Acres
City Center Dr. – Carmel Garden St. to Pennsylvania Pkwy. Medians and R.O.W. (350 Trees) 228,055 Sq. Ft.	5.23 Acres
Ditch Rd. – 131st to 146th St. Medians, R.O.W. and Roundabout Turf (120 Trees) 332,975 Sq. Ft.	7.64 Acres
Grand Blvd. East – Old Meridian to Guilford 2 Medians and R.O.W. (57 Trees) 25,124 Sq. Ft.	0.57 Acres
Gray Rd. – 96th St. to 106th St. Medians, R.O.W. and turf at Roundabout at 106th St. (217 Trees)	6.00 Acres
Hazel Dell Pkwy. – 96 th St. to 146 th St. Including Roundabout Lawn, Medians, R.O.W. (2000 Trees) 2,695,975.75 Sq. Ft.	61.89 Acres
Illinois St. – 126 th St. to south of 116 th St. Includes Roundabout, Medians, R.O.W. (623 Trees) 570,301 Sq. Ft.	13.09 Acres
Illinois St. – 131st St. north to 136th St. Includes R.O.W. and Medians 221,142.45 Sq. Ft.	5.07 Acres

City of Carmel Street Department Measurements for Mowing Contracts - 2010 Pg. 3

Total	170.47 Acres
Pointe Pkwy. Medians Only 6,098.4 Sq. Ft.	0.14 Acres
Westfield Blvd. – 99th St. to 96th St. Includes Medians, R.O.W., and Divider Islands (106 Trees) 411,847 Sq. Ft.	9.45 Acres
Towne Rd. – 116 th St. to 141 st St. Includes Medians, R.O.W., and Divider Island (136 Trees) 241,596 Sq. Ft.	5.55 Acres
Spring Mill Rd. – 116 th St. to 146 th St. Includes Roundabouts, Medians and R.O.W. 927,258.5 Sq. Ft.	21.28 Acres
Spring Mill Rd. and 96 th St. Includes Turf at Roundabout and Divider Islands 7,930 Sq. Ft.	0.18 Acres
Shelborne Rd. – North Realignment Includes 1 Median (154 Trees) 12,885Sq. Ft.	0.30 Acres
Pennsylvania Pkwy. – 116 th St. to 103 rd St. Includes Medians, R.O.W. (95 Trees) 259,167 Sq. Ft.	5.94 Acres
Old Meridian St. – Pennsylvania to Guilford R.O.W., Medians, 4 Roundabouts 68,209.44 Sq. Ft.	1.56 Acres
Oak Ridge Rd. – 136 th St. to 146 th St. Includes Roundabouts, Medians, and R.O.W. (130 Trees) 320,543.25 Sq. Ft.	7.36 Acres

APPENDIX A

PROJECT:

2010 - MOWING

WORK:

As described by the Project plans and Contract Documents including, but not limited to:

Provide ground care and maintenance for the rights-of-way, landscape easements and medians of the following:

96th and Ditch Rd.

0.04 Acres

Roundabout turf 1,700 Sq. Ft.

96th St. Medians

0.42 Acres

East and West of Gray Rd.

18,408 Sq. Fl.

106th St. and Spring Mill Rd.

0.07 Acres

Roundabout turf plus 4 divider islands

3,040 Sq. Ft.

116th St. - Spring Mill Rd. to U.S. 31

3.00 Acres

R.O.W. and Medians 130,680 Sq. Ft.

116th St. - College Ave. to Keystone Roundabout

1.08 Acres

R.O.W. and 9 Medians

46,894 Sq. Ft.

131st St. -Illinois St. to Spring Mill Rd.

0.84 Acre

R.O.W. plus 1 Median (19 Trees)

36,770 Sq. Ft.

131st St. - Spring Mill Rd. to Ditch Rd.

2.30 Acres

100,000 Sq. Ft.

131st St. - Ditch Rd. to Shelborne Rd.

2.64 Acres

R.O.W. plus 7 Medians (319 Trees)

115,178 Sq. Ft.

136th St. – Oak Ridge Rd. to Ditch Rd.

8.50 Acres

R.O.W., Roundabout turf and Medians (407 Trees)

372,285 Sq. Ft.

136th St. (Smokey Row) and Range Line Rd.

0.03 Acres

Roundabout only. 1,590 Sq. Ft.

136th St. and Towne Rd.

0.08 Acres

Roundabout turf plus 4 divider islands

3,573 Sq. Ft.

Spring Mill Rd. and Dorset

0.13 Acres

Roundabout turf plus 4 divider islands

5,597 Sq. Ft.

Carmel Dr. - Illinois St. to Dorset

0.09 Acres

1 Median (7 Trees) 3,960 Sq. Ft.

City Center Dr. - Carmel Garden St. to Pennsylvania Pkwy.

5.23 Acres

Medians and R.O.W. (350 Trees)

228,055 Sq. Ft.

Ditch Rd. – 131st to 146th St. Medians, R.O.W. and Roundabout Turf (120 Trees) 332,975 Sq. Ft.	7.64 Acres
Grand Blvd. East – Old Meridian to Guilford 2 Medians and R.O.W. (57 Trees) 25,124 Sq. Ft.	0.57 Acres
Gray Rd. – 96th St. to 106th St. Medians, R.O.W. and turf at Roundabout at 106th St. (217 Trees)	6.00 Acres
Hazel Dell Pkwy. – 96 th St. to 146 th St. Including Roundabout Lawn, Medians, R.O.W. (2000 Trees) 2,695,975.75 Sq. Ft.	61.89 Acres
Illinois St. – 126th St. to south of 116th St. Includes Roundabout, Medians, R.O.W. (623 Trees) 570,301 Sq. Ft.	13.09 Acres
Illinois St. – 131 ^{at.} St. north to 136 th St. Includes R.O.W. and Medians 221,142.45 Sq. Ft.	5.07 Acres
Oak Ridge Rd. – 136th St. to 146th St. Includes Roundabouts, Medians, and R.O.W. (130 Trees) 320,543.25 Sq. Ft.	7.36 Acres
Old Meridian St Pennsylvania to Guilford R.O.W., Medians, 4 Roundabouts 68,209.44 Sq. Ft.	1.56 Acres
Pennsylvania Pkwy. – 116 th St. to 103 rd St. Includes Medians, R.O.W. (95 Trees) 259,167 Sq. Ft.	5.94 Acres
Shelborne Rd. – North Realignment Includes 1 Median (154 Trees) 12,885Sq. Ft.	0.30 Acres
Spring Mill Rd. and 96th St. Includes Turf at Roundabout and Divider Islands 7,930 Sq. Ft.	0.18 Acres
Spring Mill Rd. – 116 th St. to 146 th St. Includes Roundabouts, Medians and R.O.W. 927,258.5 Sq. Ft.	21.28 Acres
Towne Rd. – 116 th St. to 141 st St. Includes Medians, R.O.W., and Divider Island (136 Trees) 241,596 Sq. Ft.	5.55 Acres
Westfield Blvd. – 99th St. to 96th St. Includes Medians, R.O.W., and Divider Islands (106 Trees) 411,847 Sq. Ft.	9.45 Acres
Pointe Pkwy. Medians Only 6,098.4 Sq. Ft.	0.14 Acres

Such Project work includes mowing and trimming of turf, laying approximately 300 cubic yards of hardwood mulch, the pickup and removal of litter, fertilization, herbicide application, chemical control of bagworm insects on trees and shrubs, and the control of weeds within turf and mulched areas along Hazel Dell Parkway and the other named roadway areas. Labor, material and equipment will be supplied by CONTRACTOR. CONTRACTOR shall be responsible for the timely and acceptable performance of all work necessary to accomplish the Project described herein. The same hourly mowing rate of pay shall be used for all additional roads that may be added.

*Important: As a guideline, if you do not have the equipment and manpower to mow and trim Hazel Dell Parkway in two days, you should not bid this project!

OWNER'S REPRESENTATIVE:

Dave Huffman Carmel Street Department 3400 W. 131st Street Westfield, IN 46074

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

is her Board	eby ent	AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") ered into by and between the City of Carmel, Indiana, acting by and through its lic Works and Safety ("City"), and ("Vendor").
		TERMS AND CONDITIONS
1.	Vendo	NOWLEDGMENT, ACCEPTANCE: or acknowledges that it has read and understands this Agreement, and agrees that its tion of same constitutes its acceptance of all of the Agreement's terms and tions.
2.	City a Vendo provid	ORMANCE: agrees to purchase the goods and/or services (the "Goods and Services") from or using City budget appropriation number funds. Vendor agrees to the Goods and Services and to otherwise perform the requirements of this ment by applying at all times the highest technical and industry standards.
3.	PRICI 3.1	Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than
	3.2	Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an

amount in excess thereof.

4. WARRANTY:

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to the specifications, samples and/or descriptions thereof furnished to Vendor by City and/or by Vendor to and accepted by City, that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

When requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property. Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents. officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes, including pesticide application, which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

13. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

14. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

15. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

16. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

17. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City: City of Carmel

One Civic Square Carmel, Indiana 46032

ATTN: Scott Brewer, Urban Forester

(with a copy to City Attorney,

One Civic Square, Carmel, IN 46032)

If to Vendor:	Company Address			
	ATTN:			

Notwithstanding the above, notice of termination under paragraph 18 herein below shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

18. TERMINATION:

- 18.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.
- 18.2 Either party hereto may terminate this Agreement at any time upon thirty (30) days prior notice to the other party. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

20. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

21. TERM

Subject to the termination provisions set forth in Paragraph 18 hereinabove, this Agreement shall be in effect from the Effective Date through December 31 of the year it becomes effective. If the City chooses to renew or renegotiate the contract for another year, it will notify Vendor no later than January 15, of the year following execution of the contract. Vendor will then have the opportunity to renew the contract under the same terms, or submit new terms. If any proposed new terms are not acceptable to the City, in the City's own discretion, it can decline to renew the contract and accept bids for the project.

22. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

23. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

24. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

25. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

26. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows: CITY OF CARMEL, INDIANA by and through its Board of Public Works and Safety By: By: James Brainard, Presiding Officer Authorized Signature Date: Printed Name Mary Ann Burke, Member Date: _____ Title FID/TIN: _____ Lori S. Watson, Member Date: _____ SSN if Sole Proprietor: ATTEST: Date:

Diana Cordray, IAMC, Clerk-Treasurer

Date: _____

EXHIBIT B INVOICE

Name of Company:			Date:		
Address & Zip:					
Telephone No.:					
Fax No.:					
Project Name:					
Invoice No.					
Purchase Order No:					
			Goods	<u>Services</u>	
Person Providing Goods/Services	Date Goods/ Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/ Hours Worked	Total
		GRAND TOTAL			
Signature					
Printed Name					

EXHIBIT C INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:
Bodily Injury by Accident/Disease:
Bodily Injury by Accident/Disease:

\$250,000 each accident \$500,000 policy limit

\$100,000 each employee

Property damage, contractual liability, products-completed operations:

General Aggregate Limit (other than

Products/Completed Operations): \$500,000 Products/Completed Operations: \$500,000

Personal & Advertising Injury

Policy Limit: \$500,000
Each Occurrence Limit: \$250,000
Fire Damage (any one fire): \$250,000
Medical Expense Limit (any one person): \$50,000

Comprehensive Auto Liability (owned, hired and non-owned)

Bodily Single Limit: \$500,000 each accident Injury and property damage: \$500,000 each accident

Policy Limit: \$500,000

Umbrella Excess Liability

Each occurrence and aggregate: \$500,000 Maximum deductible: \$10,000